

RECORDATION NO.

27132-^L
FILED

MAR 04 '08

-9 00 AM

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SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

March 4, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Supplement (No. 6) to Loan, Chattel Mortgage and Security Agreement, dated as of March 4, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Loan, Chattel Mortgage and Security Agreement previously filed with the Board under Recordation Number 27132.

The names and addresses of the parties to the enclosed document are:

Secured Party: DVB Bank AG
Friedrich-Ebert-Anlage 2-14
60325 Frankfurt am Main
Germany

Debtor: ARI Second LLC
620 North Second Street
St. Charles, Missouri 63301

Anne K. Quinlan, Esquire
March 4, 2008
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A description of the railroad equipment covered by the enclosed document is:

148 railcars within the series SHPX 208451 - SHPX 208590 and SHPX 458863 - SHPX 458907 as more particularly set forth in the equipment schedule attached to the document.

A short summary of the document to appear in the index is:

Supplement (No. 6) to Loan, Chattel Mortgage and Security Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. W. Alvord', with a stylized, flowing script.

Robert W. Alvord

RWA/sem
Enclosures

MAR 04 '08 -9 00 AM

SURFACE TRANSPORTATION BOARD

SUPPLEMENT TO LOAN, CHATTEL MORTGAGE AND SECURITY AGREEMENT

SUPPLEMENT NO. 6 DATED AS OF March 4, 2008

TO

**LOAN, CHATTEL MORTGAGE
AND SECURITY AGREEMENT
DATED AS OF AUGUST 31, 2007**

AMONG

ARI SECOND LLC

("DEBTOR")

CERTAIN BANKS

AND

DVB BANK AG ("SECURED PARTY")

WHEREAS, Debtor, certain lenders and the Secured Party entered into a certain Loan, Chattel Mortgage and Security Agreement dated as of August 31, 2007 (as amended and supplemented through the date hereof, the "**Loan Agreement**") pursuant to which the Secured Party agreed to lend certain sums to the Debtor (the "**Loans**"); and it is a condition precedent to the obligation of the Secured Party to make additional Loans to the Debtor that the Debtor execute and deliver to the Secured Party this Supplement to the Loan Agreement (the "**Supplement**"); and

WHEREAS, a memorandum of the Loan Agreement was recorded on August 31, 2007 with the Surface Transportation Board, Recordation No. 27132 and with the Registrar General of Canada, Recordation No. 18757.

1. **Definitions.** Except as otherwise defined in this Supplement, terms defined in the Loan Agreement or by reference therein are used herein as defined therein.

2. **Supplements.** The Loan Agreement shall be amended and supplemented as follows:

(a) The Debtor hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to the Secured Party and grants the Secured Party a first priority lien on and security interest in all of the Debtor's right, title and interest in and to the Equipment and Leases (but only to the extent relating to the Equipment) more fully described on Schedule A-1 hereto and agrees that such Equipment and Leases (but only to the extent relating to the Equipment) shall constitute Collateral subject to the grant of security by the Debtor set forth in Section 4 of the Loan Agreement. Schedule A to the Loan Agreement shall be amended and supplemented by Schedule A-1 hereto to include the Equipment and the Leases more fully described on Schedule A-1 hereto and Schedule A-1 hereto shall be deemed to be an addition to and part of Schedule A to the Loan Agreement. Each reference to Schedule A in the Loan Agreement shall be deemed to be a reference to Schedule A as amended and supplemented by Schedule A-1 hereto, and each reference to the Equipment or Leases in the Loan Agreement shall be deemed to

include the Equipment and the Leases (but only to the extent relating to the Equipment) described on Schedule A-1 hereto.

3. Ratification. Except as expressly amended and supplemented hereby, the Loan Agreement is and shall remain in full force and effect and is hereby ratified, approved and confirmed in all respects, and no amendment or supplement in respect of any term or condition of the Loan Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Loan Agreement or any other Loan document.

4. Counterparts. This Supplement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplement by signing any such counterpart.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the date first set forth above.

ARI SECOND LLC

By: American Railcar Leasing LLC, its sole member

By: H. L. McKinstry
Name: H. L. McKinstry
Title: V.P. of Finance & Controller

DVB BANK AG,
as Agent

By: _____
Name:
Title:

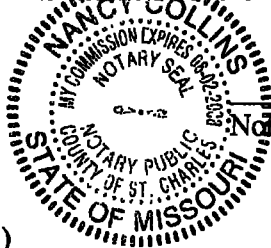
By: _____
Name:
Title:

[Signature Page to Supplement No. 6]

STATE OF MISSOURI)
)
COUNTY OF ST. CHARLES)

ss.:

On this 21st day of Feb. 2008, before me, personally appeared H. L. McKinstry, to me known, who being by me duly sworn, says that s/he resides in St. Charles County, Missouri and is V.P. of Finance & Controller of the managing member of ARI SECOND LLC; that said instrument was signed on behalf of said company on the date hereof by authority of its governing body; and s/he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Nancy Collins
Notary Public

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

On this ____ day of [____], 2008, before me, personally appeared _____, to me known, who being by me duly sworn, says that s/he resides in _____ and is _____ of DVB BANK AG; that said instrument was signed on behalf of said bank on the date hereof by authority of its Board of Directors; and s/he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Notary Public


IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the date first set forth above.

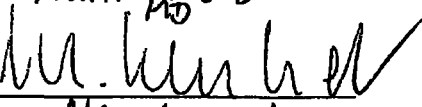
ARI SECOND LLC

By: American Railcar Leasing LLC, its sole member

By: 
Name: H. L. McKinstry
Title: V.P. of Finance & Controller

DVB BANK AG,
as Agent

By: 
Name: Martin Petz
Title: ^{MD}

By: 
Name: Neuland
Title: SVP

[Signature Page to Supplement No. 6]

I certify that I hold the title set forth below, that this instrument was signed on behalf of DVB Bank AG (the "Secured Party") by authority of its managing board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Secured Party. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DVB Bank AG

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SCHEDULE A-1

[SCHEDULE OF ADDITIONAL UNITS]

LESSEE CODE	CONTRACT	RPTG MARK	CAR NUMBER
1693	84370001	SHPX	208451
1693	84370001	SHPX	208452
1693	84370001	SHPX	208453
1693	84370001	SHPX	208454
1693	84370001	SHPX	208455
1693	84370001	SHPX	208456
1693	84370001	SHPX	208457
1693	84370001	SHPX	208458
1693	84370001	SHPX	208459
1693	84370001	SHPX	208460
1693	84370001	SHPX	208461
1693	84370001	SHPX	208462
1693	84370001	SHPX	208463
1693	84370001	SHPX	208464
1693	84370001	SHPX	208465
1693	84370001	SHPX	208466
1693	84370001	SHPX	208467
1693	84370001	SHPX	208468
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1693	84370001	SHPX	208470
1693	84370001	SHPX	208471
1693	84370001	SHPX	208472
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1693	84370001	SHPX	208477
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1693	84370001	SHPX	208482
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1693	84370002	SHPX	208504
1693	84370002	SHPX	208505
1693	84370002	SHPX	208506
1693	84370002	SHPX	208507

LESSEE CODE	CONTRACT	RPTG MARK	CAR NUMBER
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1693	84370002	SHPX	208510
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1693	84370002	SHPX	208558
1693	84370002	SHPX	208559
1693	84370002	SHPX	208560
1693	84370002	SHPX	208561
1693	84370002	SHPX	208562
1693	84370002	SHPX	208563
1693	84370002	SHPX	208564

LESSEE CODE	CONTRACT	RPTG MARK	CAR NUMBER
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1693	84370002	SHPX	208567
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230	86020000	SHPX	458881
230	86020000	SHPX	458891
230	86020000	SHPX	458902
230	86020000	SHPX	458907

Number of Railcars: 148

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 3/4/08



Robert W. Alvord